

# EXHIBIT “1”

# Nest Seekers

INTERNATIONAL

## Exclusive Right to Sell

Date: 05/01/2023

Seller's Name: Vito Gelardi

Property Address: 148 Clay Pit Rd Staten Island, NY 10309

Seller's Address: 148 Clay Pit Rd Staten Island, NY 10309

Through licensed associate broker James Barry of Nest Seekers LLC, you have employed our firm (hereinafter "**Nest Seekers**") as a Real Estate Broker with exclusive right to sell the above referenced property on the following conditions:

1. You represent that you are the owners of all the properties listed above.
2. This agreement shall be effective and continue to be in full force and effect for 180 days from the date you sign this agreement.
3. We are authorized to offer the property for sale at a price of \$ 1,325,000 and to represent that the annual taxes of the property are currently \$ 10,105.76 and the monthly common charges of the property are currently \$ 0.
4. In our effort to effect a satisfactory sale we are authorized by you to invite, at our own discretion, the cooperation of other licensed Real Estate Salespersons and to work with them on a cooperating basis for the sale of the above property.
5. During the term of this exclusive agreement, you agree to refer any inquiries, proposals, and offers you receive concerning the property (collectively, "**Inquiries**") to Nest Seekers, whether the Inquiries come from principals, other brokers, or any other third party. You further agree to conduct all negotiations regarding the sale or other disposition of the property solely and exclusively through Nest Seekers.
6. During the term of this agreement, unless otherwise agreed upon by Nest Seekers and you in writing, the property shall only be offered for sale. The property shall not be made available for lease absent a sale of the property in accordance with this agreement.
7. If you agree to sell the property pursuant to this agreement, our commission to be paid by you shall be 4 percent of the total sale price of the property and of any household furnishings and any garage and storage space included in such sale. Payment of the commission shall be disbursed from of a certified check or attorney's check. If you willfully fail to close on the property, after a contract of sale is fully executed, then we shall be entitled to our full commission.
8. In the event another licensed real estate salesperson other than exclusive agent solicited by us is involved in the transaction, we shall pay the cooperating Broker a commission by separate agreement with such salesperson, and in no such event shall the commission paid by you differ from the percentages outlined in section 7.
9. You hereby acknowledge that we have informed you of your obligations under the Lead Paint Disclosure Law (42 U.S.C 4852 (d)) and that you are aware of your responsibility to ensure compliance therewith.
10. This agreement shall bind and benefit the personal representatives, successors or assignees of the parties, and may not be changed, rescinded, or modified except in writing, signed by both of us.
11. After the expiration date, we shall deliver to you a list of all prospective purchasers who inspected the property during the term of this exclusive. If within 6 months a contract is signed to sell the property to a purchaser or entity or institution on said list, we shall be entitled to the commission provided for in paragraph 7.
12. In the event that you receive any settlement monies in connection with a buyer's default on a fully executed contract with all contingencies fulfilled, Nest Seekers will be entitled to 6% of said monies in addition to any amounts otherwise due under this agreement.
13. This agreement shall be governed by and subject to the laws and jurisdiction of New York.
14. At the end of the exclusive period, the listing will automatically convert to an open, non-exclusive listing, unless you advise us to the contrary.
15. Facsimile or E-Mail (PDF) signatures shall be construed and considered original signatures for purposed of enforcement of the terms of this agreement. Same may be executed in counterparts and taken together shall constitute the whole of this agreement.

### EXPLANATION

An "exclusive right to sell" listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

An "exclusive agency" listing means that if you, the owner of the property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.



# NestSeekers

INTERNATIONAL

If an exclusive listing of residential property is obtained by a broker who is a member of a multiple listing service, the listing agreement shall provide that the homeowner shall have the option of having all negotiated offers to purchase the listed residential property submitted either through the listing broker or submitted through the selling broker.

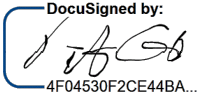
## LEAD PAINT NOTIFICATION

If your property was built before 1978, you have an obligation to disclose to the purchaser and the purchaser's agent all information known to you regarding the presence of lead-based paint hazards within this target housing. All information known to the seller's agent regarding the presence of lead-based paint and lead-based paint hazards within this target housing will be disclosed to the purchaser. Federal laws require that the purchaser be given a 10 calendar day period (unless otherwise agreed in writing) to conduct a risk assessment or inspection for the presence of lead-based paint before becoming obligated under the contract of sale to purchase the target housing.

If the foregoing meets with your approval, please sign and return the enclosed copy of this agreement.

## AGREED & ACCEPTED BY:

### OWNER

Signature:  4F04530F2CE44BA...

Date: 6/5/2023

Vito Gelardi

Name: \_\_\_\_\_

### EXCLUSIVE AGENT

Signature:  4048E88231BE460...

Date: 6/3/2023

James Barry

Name: \_\_\_\_\_

### BROKER OF RECORD

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Eddie Shapiro





## Division of Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
www.dos.ny.gov

### New York State Disclosure Form for Buyer and Seller

#### THIS IS NOT A CONTRACT

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

#### Disclosure Regarding Real Estate Agency Relationships

##### Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

##### Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

##### Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

##### Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

##### Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

**New York State Disclosure Form for Buyer and Seller**

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by James Barry of Nest Seekers International  
 (Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

Seller as a (check relationship below)

Seller's Agent ☒ X

Broker's Agent

Buyer as a (check relationship below)

Buyer's Agent

Broker's Agent

Dual Agent

Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

Advance Informed Consent Dual Agency

Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

(I) (We) Vito Gelardi acknowledge receipt of a copy of this disclosure form:

Signature of Buyer(s) and/or Seller(s): X

DocuSigned by:



4F04530F2CE44BA...

Date: 6/5/2023

Date: \_\_\_\_\_



## Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

### New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing and Anti-discrimination Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing and Anti-discrimination Laws.

#### Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

#### YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: [www.dhr.ny.gov](http://www.dhr.ny.gov);
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website  
[https://www.dos.ny.gov/licensing/complaint\\_links.html](https://www.dos.ny.gov/licensing/complaint_links.html)
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



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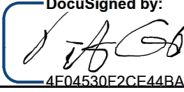
### New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit  
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by James Barry (print name of Real Estate Salesperson/  
Nest Seekers International  
Broker) of \_\_\_\_\_ (print name of Real Estate company, firm or brokerage)

Vito Gelardi  
(I)(We) \_\_\_\_\_

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature  Date: 6/5/2023

Buyer/Tenant/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.